

13

TITLE DATA

CONSUMERS POWER COMPANY 03

TRACT 197-D103-4

Louis L. Millard, et al

NAME OF GRANTOR
Perpetual Easement 12-15-53 4-3-54 124 24
KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

ACCOUNT NO. 100.110-340.000

MAP 19

040006

11.540104

FORM 321 MOUTH 1953

LIBER 124 PAGE 24

Parcel No. 207
Recorded 3rd day of April
A. D. 1954 at 9:15 o'clock A. M.
Liber. 124 Page 24
J. S. Miller
Register of Deeds

RIGHT OF WAY

In J. S. Miller's 206

Louis L. Millard and Reba L. Millard, his wife, and in her own right; Harry W. Cowell and Vergilene Cowell his wife, and in her own right... first part... in consideration of... Dollars (\$ 1.00) to them... paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Convey... and Warrant... to the second party, its successors and assigns. Forever, the easement and right to erect, lay and maintain lines consisting of ~~wood~~ poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel... of land, including all public highways upon or adjacent to said parcel... of land, which parcel is... situate in the... Township... of... Alpena... County of... Alpena... and State of Michigan, to-wit:

A parcel of land in the East one-half (1/2) of the Southwest one-quarter (1/4) of Section 34, Township 32 North, Range 8 East, described as beginning on the Easterly line of Trunk Line Highway US-23, so-called, at a point 1500 feet Southerly (measured along the Easterly line of said highway) from the East and West quarter line of said Section, running thence South 85° 15' East 200 feet to a point, thence North 21° 15' East 300 feet to a point, thence North 85° 15' West 200 feet to the Easterly line of said highway, thence South 21° 15' West 300 feet to the place of beginning.

The route to be taken by said lines of ~~wood~~ poles, wires, cables and conduits across, over and under said land being more specifically described as follows: Second party may locate said route on, over and across said above described land along or adjoining as near as practicable a line, which said line is described as beginning at a point not more than 200 feet West of the North and South quarter line of Section 35, Township 32 North, Range 8 East, at a point not more than 200 feet South of the North line of said Section, running thence Southwesterly to the West line of Section 34 of said Township at a point not more than 300 feet, nor less than 100 feet, North of the South line of said Section 34.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and ~~wood~~ poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim, remove, destroy or otherwise control any trees and brush which may, in the opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized. Second party to pay first party for any damage to crops in erecting and maintaining said line of poles and wires.

WITNESS the hand & seal of the part... of the first part, this 15th day of December, 1953.

Signed, Sealed and Delivered in Presence of

Arthur Dault
James F. Miller
Joe X. Greenier
Robert B. Butler
Harry W. Cowell
Vergilene Cowell
Louis L. Millard
Reba L. Millard

STATE OF MICHIGAN)
County of Alpena) ss. On this 15th day of December 1953, before me, a Notary Public of Michigan, acting in Alpena County, personally appeared Harry W. Cowell and Vergilene Cowell;

to me known to be the same person... named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

James F. Miller
Notary Public, Calhoun Co., Mich.
My commission expires March 13, 1956

Michigan	Alpena	Alpena
STATE	COUNTY	TOWNSHIP
		T32N R8E
	34	TOWN RANGE
MUNICIPALITY	SECTION	TOWN RANGE

PLAT OR AREA

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Dec 1954	200)	Original Cost (See Volume IR4, Exhibit			
Nov 1955	581)	103a, Working Papers)	\$117 05		\$117 05



OTHER DATA AND NOTES

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 15695 Sheet 12 of 14 Sheets
Plan & Profile No. 15695 Sheet 48 of 59 Sheets
Survey Map No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search with Inst. #3, Sec. 34, T32N, R8E
4. Mortgage Release _____
5. Tree Voucher Yes

TITLE HISTORY

1. Louis L. Millard, et al
12-15-53 4-3-54 124-24 Esmt
2. Consumers Power Company

